

**TOWN OF PUTNAM
126 CHURCH ST, PUTNAM, CT 06260
REQUEST FOR PROPOSALS FOR
EXCLUSIVE BROKER AGREEMENT FOR**

**TOWN HALL PROPERTY, 126 CHURCH ST, PUTNAM CT
AND
PUTNAM LIBRARY, 225 KENNEDY DRIVE, PUTNAM, CT**

The Town of Putnam, CT requests proposals for real estate brokers licensed in the State of Connecticut to market the properties of the current Town Hall building and property, located at 126 Church St, Putnam CT and the current Putnam Library building and property located at 225 Kennedy Dr., Putnam, CT and to represent the Town in the sale of these properties. The Town of Putnam intends to enter into an Exclusive Agency Agreement (copy attached) with one broker for the period of April 2021 to October 2021, with a renewal term of 3 months, if it determines that such an agreement would be advantageous to the Town.

The Town is selling these 2 properties because the Town is constructing a new Municipal Complex which includes Library and Municipal Office space. The current schedule for the move from existing to new is August and September 2021. The Town's priority is to have a contracted buyer for the existing Municipal properties prior to the move.

Property description cards as prepared by the Town Assessor are attached to this RFP.

RFP Submittal Instructions

Five (5) paper copies plus an electronic copy must be received by the Mayor's office, 126 Church St., Putnam, CT 06260 by 3:00 p.m. on April 22, 2021. Proposals must be emailed with subject line "Exclusive Broker Agreement for Municipal Properties Proposal" to elaine.sistare@putnamct.us and denise.geeza@putnamct.us in addition to paper copies delivered or mailed to the following address: Elaine Sistare, Town Administrator, Town of Putnam, 126 Church St., Putnam, CT 06260. Proposals must be enclosed in a sealed envelope clearly labeled "Exclusive Broker Agreement for Municipal Properties Proposal". Written inquiries must have the RFP title in the subject line and questions must be received at least 7 days prior to the Proposal due date. Questions regarding this RFP should be directed to Elaine Sistare at 860.963.6800 ext 113 or elaine.sistare@putnamct.us copying denise.geeza@putnamct.us

A walk-through for any interested respondents will take place at the Putnam Town Hall, 126 Church St., Putnam, CT site on Monday, April 12, 2021 at 9:30 a.m. and at the Putnam Library, 225 Kennedy Drive, Putnam, CT site on Monday, April 12, 2021 at 11:00 a.m.

The Town of Putnam reserves the right to accept or reject any and all proposals, or any part thereof, if it is the best interest of the Town to do so.

Proposal Requirements:

1. Brokers must fully complete and sign a Submittal Form and include required attachments with their proposal. Submittal Form is attached.

2. Within 10 working days of selection and notice of award, the selected Broker shall complete and submit an executed copy of the Town of Putnam's (the Town) Exclusive Agency Agreement for approval and execution by the Town (a substitute agreement form will not be accepted).
3. The selected Broker shall commence services within 10 working days of the Town's return of a fully executed Exclusive Agency Agreement.
4. Submittal of "Exhibit A"- Exclusive Broker's Marketing Plan for the proposed Municipal properties. This exhibit should describe in detail the Exclusive Broker's plans to market said properties during the term of the Agreement. Be as specific as possible in your description of marketing activities and creativity in marketing efforts.
5. "Exhibit B"- Exclusive Broker's Proposed Sample Monthly Report to the Town. This exhibit must illustrate the scope and level of reporting detail to be provided in describing the Exclusive Broker's activities in marketing.
6. "Exhibit C" – Recommended listing price and comparative analysis of the Town Hall and Library properties.
7. "Exhibit D" – Listings of any municipal properties experience, including commercial and/or industrial properties within the last 5 years with a listing price of \$300,000 or higher. Include proposed broker or agent and associated commercial and industrial experience.

Evaluation criteria

The Agreement will be awarded based on the following criteria, equally measured by the following categories:

- Complete Proposal submittal package
- Experience in sales of Municipal, Commercial and Industrial properties
- Understanding of marketing approach with Municipal properties
- Creative and comprehensive marketing plan
- Recommended Listing Price and comparative analysis of the Town Hall and Library properties and the associated proposed commissions

In the case of equally favorable evaluation between respondents, firms with business locations within the Town of Putnam will be prioritized.

Town of Putnam Rights

The Town reserves the right to refuse any and all bids and to waive any technicalities and formalities.

The Town reserves the right to negotiate with all qualified proposers. The Town may cancel this solicitation in part or in its entirety if it is in the best interest to do so.

This solicitation does not commit the Town to award a Contract or Agreement for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or in the provision of goods or services.

Submittal Form

Responding to the Request for Proposals for Exclusive Agency Agreement for the Town of Putnam, CT Municipal Properties

Name of Business (the Broker)

Address

Name of Contact Person

Telephone

E-Mail

This Proposal Response is a firm offer to provide real estate brokerage services per the terms described in the Town's Request for Proposals. This offer shall remain open for a period of 45 days following written notice of Broker selection.

Please complete and attach the information requested below:

1. Insert the requested information in the underlined blank spaces in the attached Exclusive Agency Agreement, including proposed commission fees at numbered paragraphs one, two and three. Attached Completed Agreement.
2. Attach completed Exhibit 'A' – Exclusive Broker's Marketing Plan for the Town of Putnam, CT Municipal Properties. The exhibit must describe in detail the Exclusive Broker's plans for marketing during the term of Agreement.
3. Attach completed Exhibit 'B' – Exclusive Broker's Proposed Sample Quarterly Report to the Town. This exhibit should illustrate the scope and level of reporting detail to be provided in describing the Exclusive Broker's activities in marketing the Town of Putnam Municipal Properties.
4. Attach completed Exhibit 'C' – Exclusive Broker's Proposed Listing Prices associated with each Putnam Town Hall and Putnam Library property.
5. Attach completed Exhibit 'D' – Exclusive Broker's Listings of any Municipal properties that are current or any past sales. Exhibit to include Commercial, Industrial listings in Connecticut over \$300,000 within the past 5 years. Indicate the names of broker(s)/agent(s) to be assigned to this account and their credentials. Attach listings and description of Assigned Broker(s)/Agent(s) Commercial and Industrial Brokerage Experience.
6. The undersigned Broker (check one)
☐ Agrees to the terms of Commission's Exclusive Agency Agreement.
☐ Takes exception to one or more of the terms of the Commission's Exclusive Agency Agreement and has attached a description.

Signature of Authorized Representative of Broker:

By: _____ Title: _____ Date: _____

**TOWN OF PUTNAM, CT MUNICIPAL PROPERTIES
EXCLUSIVE RIGHT TO SELL AGREEMENT**

This Exclusive Agency Agreement between the Town of Putnam (the Town) and having an office at 126 Church Street, Putnam, CT 06260, and _____, (the Exclusive Broker), having an office at _____, is entered into on this ____ day of _____ 2021 with the same effective date and an expiration date of _____, unless sooner terminated by written notice of either party or extended by the Town's exercise of its 3 month renewal term.

Whereas, the Town is offering the sale of Town Hall building and property located at 126 Church St., Putnam CT, 06260 and the Putnam Library building and property located at 225 Kennedy Dr., Putnam CT, 06260 and

Whereas, the Exclusive Broker is offering to actively and continuously market and represent the Town in the sale of said properties through the term of this Agreement, as described in particular as the Exclusive Broker's Marketing Plan for and incorporated herein as Exhibit "A" of this Agreement.

Now Therefore, the Exclusive Broker on behalf of the Town of Putnam, agree as follows:

1. A full real estate commission of ____% of the property sale price, is due and payable at closing for any sale presented solely by the Exclusive Broker, contingent upon the prospective purchaser obtaining all requisite approvals and executing all requisite documents. A full real estate commission will be due to the Exclusive Broker only if a memorandum is submitted to the Town signed by the prospective purchaser and stating that the Exclusive Broker introduced the purchaser to the property. No more than the equivalent of one full real estate commission shall be payable as a result of any one sale, subject to the co-broker allocations described below if applicable. In the event of any dispute over the payment of a real estate commission, said commission, or co-broker share, shall be paid to whomever has first filed a memorandum signed by the prospective purchaser with the Town. NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW, THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN THE SELLER AND BROKER.
2. Any broker without a listing agreement with the Town, and desiring to present an offer, must present that offer through the Town's Exclusive Broker. A real estate commission of ____% of the property sale price, is due and payable at closing for any sale presented through a co-broker, contingent upon the prospective purchaser obtaining all requisite approvals and executing all requisite documents; from that amount, the co-broker shall be due a commission of ____% of the property sale price, as listed and attached to this Agreement, at closing, also contingent upon the prospective purchaser obtaining all requisite approvals and executing all requisite documents. In such cases, the Town's Exclusive Broker shall be paid a co-broker fee of ____% of the property sale price.

3. The Town reserves the right to sell said properties itself at no commission.
4. A property will be sold for fair market value at a price accepted by the Town. The Town's representative may accept an offer conditional upon the approvals from the Putnam Board of Selectmen, Board of Finance, Planning Commission, Town Meeting, as well as all other contingencies required. All offers shall be presented to the Town and rejected or conditionally accepted or counter-offered within 30 days of their tender; any offer approved by the Town shall be presented for the approval of other boards and Town Meeting within 90 days of tender of the offer. Listing prices associated with each property are attached hereto as Exhibit "C" of this Agreement.
5. All sales are contingent upon the purchaser's execution of documents required by any required Town approvals.
6. The Town authorizes the Exclusive Broker to place "AVAILABLE" OR "FOR SALE" signs on said properties owned by the Town during the period of this Agreement; the Exclusive Broker agrees to place and maintain such signs.
7. The Town agrees to pay commission due to the Exclusive Broker, as described in Sections 1-2, if within 90 days after the expiration of the term, the Town sells, transfers or enters into a contract to sell said properties to any person or entity with whom the Exclusive Broker has visited and shown such property (either directly or through another broker or agent), provided that such visit was listed, during the term of this Agreement, on the Exclusive Broker's Log of Inquiries, as described in Section 8 below.
8. The Town shall provide the following to the Exclusive Broker:
 - a. Site information (see attached Property Description Cards).
 - b. Listing on the Town's web site (www.putnamct.us).
 - c. Referrals of persons seeking inquiries.
9. The Exclusive Broker agrees to the following:
 - a. To fully implement the Exclusive Broker's Marketing Plan for said properties, as presented in writing to and accepted by the Town and attached hereto as Exhibit "A" – Exclusive Broker's Marketing Plan; such Plan shall describe in detail the Exclusive Broker's plans and budget commitments to market said properties throughout the term of this Agreement.
 - b. To provide copies of all printed materials and advertisements representing said properties and to provide monthly written reports as described at Exhibit "B".
 - c. On request, copies of the Exclusive Broker's Log of Inquiries about the availability of these properties; such log shall list the date of initial inquiry, property considered, the inquiry represented to the extent that it is known, the name of the person making the inquiry, name of co-broker if any, dates of visit with Exclusive Broker or other identified co-broker, dates of other contacts, and status of inquiry.

10. The Exclusive Broker hereby warrants that it complies with the provisions of Section 46a-64 of the Connecticut General Statutes and that it will not discriminate or permit discrimination on the basis of race, color, religious creed, marital status, national origin, sex, mental retardation or physical disability, including but not limited to blindness. It further warrants that it will comply with all laws and regulations of the United States and the State of Connecticut with regard to transactions pursuant to this Agreement.
11. The Exclusive Broker will provide a Certificate of Insurance naming the Town of Putnam as Additional Insured for \$2,000,000 liability agreeing to protect, defend, indemnify, and hold harmless the Town of Putnam from and against any liability, claims, or causes of action in favor of any party, arising directly or indirectly out of this Exclusive Agency Agreement, or resulting from negligence or any willful act or omission by the Broker, its subcontractors, agents or employees. The Broker agrees to investigate and defend against any such liability, claims, or causes of action at its sole expense.
12. This Agreement may be terminated for cause by the Town if the Exclusive Broker fails within 30 days of written notice to cure to the Town's satisfaction any material default of the provisions of this Agreement as declared by the Town, including but not limited to active, continuous execution of the Exclusive Broker's Marketing Plan for said properties throughout the term of this Agreement. In the event of termination for cause, Section 8 above shall be null and void of any obligation.
13. This Agreement shall be renewable for a second, three (3) month term through _____, 2022 if the Town, at its sole discretion, chooses to exercise such a renewal term on or prior to _____, 2021. Otherwise this Agreement shall automatically terminate on _____, 2021.

Dated at Putnam, Connecticut this ____ day of _____, 2021

Office of the Mayor, Town of Putnam, CT:

By: _____

Norman 'Barney' Seney, Mayor



Town of Putnam, Connecticut

Property Record Card

Card 1 of 1

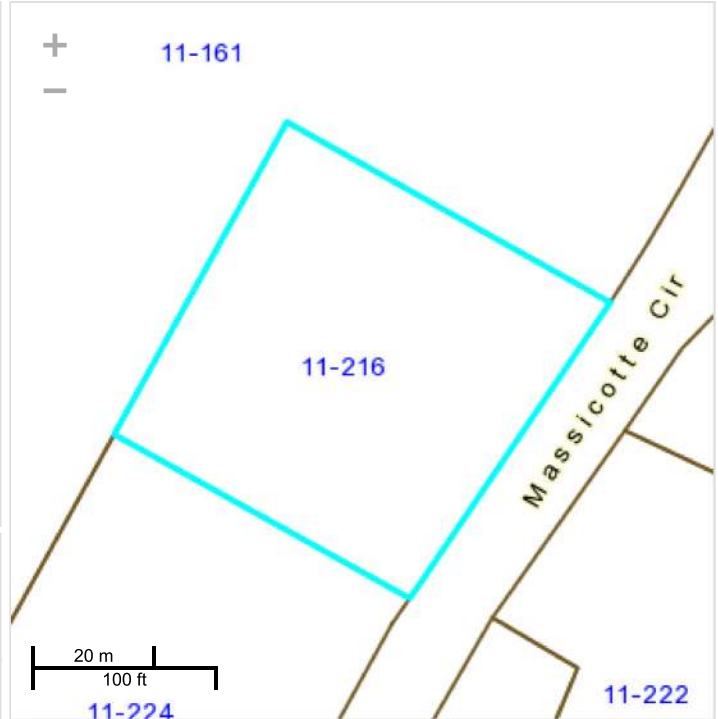
225 KENNEDY DR

ID: 1152

ID: **011-216** Account #: **003393**

Owner: PUTNAM TOWN OF
Co-Owner: PUTNAM LIBRARY
Address: 225 KENNEDY DRIVE
PUTNAM CT 06260

Assessment: Total: \$526,100
Improvements: \$501,300 Land: \$24,800 Other: \$0

**Sales History**

Grantee	Book / Page	Sale Date	Sale Price
PUTNAM TOWN OF	0054 / 0257	1948-08-31	\$0

**Land Information**

Land Area: 0.47 AC
Zoning: Gen Comm (See Map)
Land Use: 901C - Municipal

Building Information

Style:
Year Built:
Stories:
Rooms: Bedrooms:
Baths: Half Baths:
Living Area:
Grade:
Condition:

Heat Type:
Heat Fuel:
AC Type:
Fireplaces:
Roof Structure:
Roof Covering:
Exterior Wall:
Interior Floor:
Basement:

Extra Features

Description	Area / Units	Assessment
Sub Areas		
Description	Living Area	Gross Area
BAS First Floor	5750	5750
CAN Canopy	0	56
FBM Basement Finished	3302	3302
PTO Patio	0	792
UEP Unfi. Enclosed Porch	0	160



Town of Putnam, Connecticut

Property Record Card

Card 1 of 1

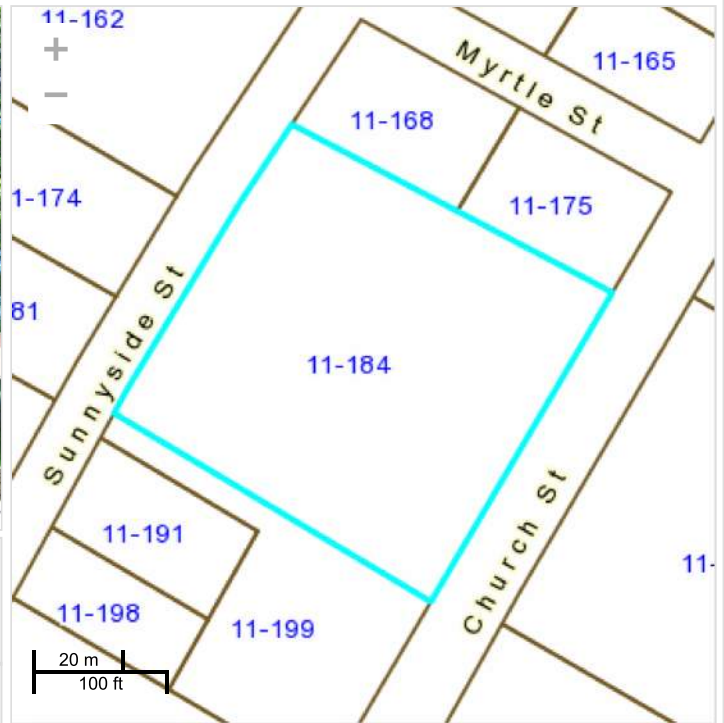
126 CHURCH ST

ID: 1159

ID: **011-184** Account #: **003395**

Owner: PUTNAM TOWN OF
Co-Owner: TOWN HALL
Address: 126 CHURCH STREET
PUTNAM CT 06260

Assessment: Total: \$719,600
Improvements: \$681,600 Land: \$29,600 Other: \$8,400

**Sales History**

Grantee	Book / Page	Sale Date	Sale Price
PUTNAM TOWN OF	0007 / 0306	1873-08-20	\$2,000

**Land Information**

Land Area: 1.1 AC
Zoning: (See Map)
Land Use: 901C - Municipal

Building Information

Style:
Year Built:
Stories:
Rooms: Bedrooms:
Baths: Half Baths:
Living Area:
Grade:
Condition:

Heat Type:
Heat Fuel:
AC Type:
Fireplaces:
Roof Structure:
Roof Covering:
Exterior Wall:
Interior Floor:
Basement:

Extra Features

Description
ELEV Elevator
PAV1 Paving Asphalt
VLT1 Vault Avg.

Area / Units
3.00 STOP
20000.00 S.F.
3.00 S.F.

Assessment
\$13,600
\$8,400
\$200

Sub Areas

Description
BAS First Floor
FEP Enclosed porch
FRB Fin. Raised Bsmt.
FUS Finished Upper Story
URB Unfinished Raised
Basement
UUS Upper Story, Unfinished

Living Area
4287
0
3588
3783
0
0

Gross Area
4287
110
3588
3783
311
196